

CITY COUNCIL MINUTES

January 10, 2011

The Honorable Council of the City of Evansville met on regular session at 5:30 p.m. on Monday, January 10, 2011 in the City Council Chambers, Room 301 Civic Center Complex, Evansville, Indiana, with President B.J. Watts presiding. The following business was conducted.

These minutes are not intended to be a verbatim transcript. Audiotapes of this meeting are on file in the City Clerk's Office.

ROLL CALL:

Present: M^cGinn, Mosby, Bredhold, Robinson, Friend, Adams, John, Walker, and Watts.

There being nine (9) members present and zero (0) members absent and nine (9) members representing a quorum, I hereby declare this session of the Common Council officially open.

PLEDGE OF ALLEGIANCE

This evening the pledge of allegiance was led by Councilman Walker.

Fellow Councilmen and those in the audience, welcome to the January 10, 2011 meeting of the Common Council.

TEEN ADVISORY COUNCIL

Claire Ehrensbeck, Junior at Memorial High School

Ellen Kendall, Junior at North High School

COUNCIL ATTORNEY

John Hamilton is City Council Attorney this evening.

SERGEANT AT ARMS

This evening there is no Sergeant at Arms.

READING AND AMENDMENT OF MINUTES

Is there a motion to approve the minutes of the December 20, 2010 meeting of the Common Council as written?

Councilwoman Mosby moved and Councilman John seconded the motion to approve the minutes of the regular meeting of the Common Council held December 20, 2010.

Voice vote. So ordered.

REPORTS AND COMMUNICATIONS

IN YOUR JANUARY 7th PACKET:

- *City Council Agenda for January 10, 2011 meeting.
- *Committee Meeting Schedule.
- *Minutes from the December 20, 2010 City Council Meeting.
- *Area Plan Commission Staff Reports and Minutes from December 9, 2010 meeting.
- *Resolution Docket C-2011-1.
- *A letter from Mike Whetstine requesting to withdraw Rezoning R-2010-13.
- *Calendar of meetings for January, 2011 in the City/County Administration Building.

*Evansville Redevelopment Commission Minutes of December 7, 2010.

*News Release regarding Downtown Hotel.

ON YOUR DESK THIS EVENING:

*Information from Jo Anne Smith for Miscellaneous Business.

*An email from Mary Hukill regarding Roberts Stadium.

Councilman Friend moved and Councilwoman Mosby seconded the motion to receive, file and make these reports and communications a part of the minutes of the meeting. Voice vote. So ordered.

Nomination and Election of Officers for 2011

President Watts calls for the nomination of officers for the Year 2011.

Councilman John moves to nominate Council member B.J. Watts for President for the Year 2011. Councilman Friend seconds the motion. Voice vote. So ordered.

Councilman John moves to close the nominations for President. Councilman Friend seconds the motion. Voice vote. So ordered.

There being no further motions, Councilman Watts now stands as President of the City Council for the Year 2011. Voice vote. So ordered.

President Watts now asks for the nominations for Vice-President for the Year 2011.

Councilwoman Robinson moves to nominate Councilman Dan Adams for Vice-President of the City Council for the Year 2011. Councilman John seconds the motion. Voice vote. So ordered.

Councilman John moves to close the nominations for Vice-President. Councilwoman Robinson seconds the motion. Voice vote. So ordered.

There being no further motions, Councilman Adams now stands as Vice-President of the City Council for the Year 2011. Voice vote. So ordered.

Committee Chair Appointments

Finance Committee Chair: John Friend

Members of Finance Committee: B.J. Watts, Dan McGinn, Curt John, Wendy Bredhold.

Administration/Safety/Development (A.S.D.) Chair: Connie Robinson

Members of A.S.D. Committee: B.J. Watts, Dan McGinn, Walker, Friend

Public Works Committee Chair: Missy Mosby

Members of Public Works Committee: B.J. Watts, Dan McGinn, Dan Adams, Curt John

Youth Sports Grants Subcommittee Chair: Curt John

Members of Subcommittee: B.J. Watts, Dan McGinn, Connie Robinson, Don Walker

Youth Leadership Grants Subcommittee Chair: Missy Mosby

Members of Subcommittee: B.J. Watts, Dan McGinn, Wendy Bredhold, Dan Adams

CONSENT AGENDA

FIRST READING OF ORDINANCES OR RESOLUTIONS

There was nothing filed for First Reading

CONSENT AGENDA

SECOND READING OF ZONING ORDINANCES

ORDINANCE R-2010-13 (amended) FROM APC R-1 TO CO-1 w/U&D Comm.

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana, more commonly known as 2205 and 2217 Oak Hill Road

Petitioner: Rose Products, LLC

Owners: Mike Whetstine (Rose Products, LLC)

Representative: Same

District: John Friend, Ward 5

Petitioner requesting to withdraw Rezoning Ordinance R-2010-13

Councilman Friend moved and Councilman John seconded the motion to withdraw Ordinance R-2010-13. Voice vote. So Ordered.

ORDINANCE R-2010-18 FROM APC C-4 TO R-2

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana, more commonly known as 3004 Mount Vernon Avenue, Evansville, Indiana

Petitioner: Lowell W. & Melanie K. Noe

Owners: Same

Representative: Edward W. Johnson

District: B.J. Watts, Ward 6

This petition comes forward with a recommendation for approval by the Area Plan Commission, having 8 affirmative votes.

ORDINANCE R-2010-19 FROM APC C-4 with restrictions TO C-4 without restrictions

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana, more commonly known as 2405 Covert Avenue

Petitioner: Rhonda Kohlmeyer

Owners: Same

Representative: Same

District: Missy Mosby, Ward 2

This petition comes forward with a recommendation for approval by the Area Plan Commission, having 8 affirmative votes and 1 negative vote.

Councilman John moved and Councilman Friend seconded the motion to adopt the Consent Agenda Second Reading of Zoning Ordinances and to accept the Area Plan Commission Report. Voice vote. So ordered. Council now stands at Third Reading.

REGULAR AGENDA

THIRD READING OF ZONING ORDINANCES

ORDINANCE R-2010-18

FROM APC

C-4 TO R-2

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana, more commonly known as 3004 Mount Vernon Avenue, Evansville, Indiana

Petitioner: Lowell W. & Melanie K. Noe

Edward Johnson: I'm Edward Johnson and I represent Melanie Noe who is here to my right and her husband Bill who own the real estate commonly known as 3004 Mount Vernon Avenue. This property was zoned up to a C-4 several years ago. Melanie and her husband operated a coffee house out that big blue house on Mount Vernon Avenue. That business did not last. The property is required to be zoned back to an R-2 for purchaser to purchase the property. The local financial institution won't make a mortgage loan on this property until it is zoned back to an R-2. The buyer is Mark Sing and his wife. They've entered into a contract with Melanie and Bill to purchase this as soon as the rezoning is approved. The property itself, first of all it was C-4 and there is C-4 in the area, but there is more R-2 in the area than there is C-4. Secondly and more importantly to us, the property is a single family house or double house. It's residential, it's a home, it's a house, it is not a business. That is why we are here. We went through the Area Plan Commission with an 8 - 0 vote. There were no remonstrators. I didn't think there would be. Most people don't object to down zoning. We are here to answer any questions. I don't want to give this a short script tonight. You guy's are busy, you have quite a crowd here tonight and I don't think there is anything controversial. It was eight to zero in the Planning Commission. If you have any questions we will be glad to answer them.

President Watts: Are there questions from any members of council? Anyone in the audience like to speak either for or against the petition?

Councilman John moved and Councilman Friend seconded the motion to adopt Zoning Ordinance R-2010-18 and call the roll.

ROLL CALL

Ayes: McGinn, Mosby, Bredhold, Robinson, Friend, Adams, John, Walker, and Watts.

There being nine (9) ayes and zero (0) nays, Zoning Ordinance R-2010-18 is hereby declared adopted.

REGULAR AGENDA

THIRD READING OF ZONING ORDINANCES

ORDINANCE R-2010-19

FROM APC

C-4 with restrictions TO

C-4 without restrictions

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana, more commonly known as 2405 Covert Avenue

Petitioner: Rhonda Kohlmeyer

Rhonda Kohlmeyer: I'm just here today to move forward of the zoning of the property. It is C-4 with restrictions and we are trying to get this with no restrictions. APC did not have any issues with it.

Councilman McGinn: I saw this on television. I have driven by this area and it's my understanding there are several C-4 without restrictions all around this particular place. Is that correct?

Rhonda Kohlmeyer: Yes.

Councilman McGinn: You want to sell some cars there and there are other car lots right down the street from this. I just wanted to make sure that was clear.

Councilwoman Mosby: I would just like to add that I have not had anyone against this.

Councilman McGinn: Anyone in the audience like to speak either for or against Ordinance R-2010-19? Is there a motion to approve?

Councilman Walker moved and Councilwoman Mosby seconded the motion to adopt Zoning Ordinance R-2010-19 and call the roll.

ROLL CALL

Ayes: McGinn, Mosby, Bredhold, Robinson, Friend, Adams, John, Walker, and Watts.

There being nine (9) ayes and zero (0) nays, Zoning Ordinance R-2010-19 is hereby declared adopted.

RESOLUTION DOCKET

RESOLUTION C-2011-1 (DOCKET)

FRIEND

A Resolution of the City of Evansville, Indiana affirming the City of Evansville, Indiana, Redevelopment Commission's Direction to moving forward with Downtown Hotel Development through an offering of real estate owned by the City of Evansville, Indiana Redevelopment Commission and related matters

DISCUSSION:

John Kish: This resolution is a step that is not set forth in state statute, but as an effort to ensure that the entire leadership of the city is on board with the general concepts stage to advance the hotel project. At the Redevelopment Commission last week we set forth an outline for an RFP to go out which will set forth some incentive to hotel developers to bring out a new hotel to replace the former Executive Inn. The first preliminary RFP received four responses, and following up on those responses, we've talked with all four responders and had distilled from them a collection of incentives that we believe will ensure that at least one of the respondents comes forward with a proposal and the RFP that you have, or that the Redevelopment Commission endorsed and that we ask you to join in endorsing, set forth the incentives that we believe will be necessary to get a hotel to replace the Executive Inn. There are many, many details that need to be finalized before we break ground on a hotel project, but the large concept that I would ask you to consider and endorse by acting favorably on this resolution is the concept of providing some incentive to the developer. We early on believed that we needed to address three things with the development community, the value of the property, parking issues and the value of a pedestrian connection. The pedestrian connection being an amenity that really doesn't generate any income for the hotel so we thought that the public sector would need to provide funding for that. We are always stressed by the appropriate parking solution and that with our particular piece of property

that the demolition of the property would be an issue. So, this RFP addresses those and offers a set of incentives that will provide funding for parking and call upon the developer to handle the demolition of the parking garage and tower unless the city determines that it can do so in a more effective manner. It also provides incentives in the form of a loan, a portion of which is forgivable and will be repaid by operating profits. This financial deal is really in the best interest of the city and the region to attract a hotel and quite frankly, the belief is that absent the public incentives we end up with no hotel. Your other cities in the state have incentive hotels and those have been in the news. We believe that this general package is a favorable financial deal. The details will come out as we get a proposal and then negotiate those proposals. We will be back several more times, but we do ask you to give us your feedback into this incentive package and it's moving forward so that if there are items that you are concerned about that we need to address, we make sure that we address those and if there is some big concept issues that we need to redirect, we can respond accordingly. With that I would urge you to favorably consider the resolution. I would be happy to answer any questions.

President Watts: Are there questions by members of council?

Councilman Adams: So obviously Mr. Kish, you haven't determined which one of the individual developers will take this contract? You're still considering all four?

John Kish: We've talked with one developer and fine tuned the incentive package to reflect what they believe is adequate. The other proposals all sought significantly more money so we have a not-to-exceed number here which is sufficient for at least one developer and we'll see if anybody else shows up. But we believe there is one developer that will show up favorably. It's a local developer, but it is a state process and anyone can respond.

Councilman Adams: So if I understand you correctly, when you get this developed where it is agreed upon and the contract is finalized, you will be coming back to this unit after the Redevelopment Commission to once again have us vote whether we approve the final?

John Kish: Yes, we are probably back to you twice.

Councilman Adams: Okay, but the final contract will be coming back to us for our final approval, right?

John Kish: The final contract will be before you in some form for approval, without which it won't work. I think you actually approve the loan documentation that supports the contract as opposed to the contract itself, but I think the effect is the same. If you don't like the contract, you don't approve the loan and nothing happens.

Councilman Adams: I don't want to make a sticky point of this, but the last thing we see will not be able to be changed. We see the last form of this contract.

John Kish: I believe that is true.

Councilman Adams: Okay, fair enough.

John Kish: Yes, you are approving the loan documentation.

Councilman Adams: Explain to me the forgivable part because I'm still trying to get my hands around that. How does a forgivable loan work?

John Kish: The forgivable loan is that the entity actually extends the loan in which case is the Economic Development Commission, which is distinguished from the Evansville Redevelopment Commission, looks to someone other than the development to have it repaid in which case it is repaid by the Redevelopment Commission using TIF funds to pay back and that has been forgiven to the developer.

Councilwoman Robinson: How much of that is the forgivable amount?

John Kish: The anticipated forgivable amount is a million dollars. We anticipate using Aztar Economic Development funds. It may structure that there is a loan to the developer that has been paid back by those funds rather than just give those funds to the developer. We want to try and make this simple, and believe it or not, that is more simple than giving the funds directly to the developer. But in terms of the general anticipated loan to the developer, ignoring the Aztar piece, there is 4.5 million dollars, we anticipate that a million is forgivable. There are some downside risks after 10 years that may look to a different payment streaming: the property's property tax in the TIF being used to pay that, but that's not anticipated. Did that confuse you? We anticipate that of the 4.5 million dollars in loan, 1 million will be forgiven early in the process. The other 3.5 million, the developer is paying interest on it and the principle is retired over the amortization period, and after 10 years, if that doesn't work then part of the property taxes paid by the development to the TIF would be used by the TIF to pay the loan back to the Redevelopment Commission, so the money finds its way back into the system. But that's one of the details I think will come out in the final documentation.

Councilman Adams: The reason you do this is so that the actual cash flow of the filled rooms allows the payback of the loan.

John Kish: Yeah, that's where it's all coming from, people that are staying in the hotel.

Councilman M^cGinn: Let's say that there is a million dollars that becomes forgivable and then the property taxes are used to pay back a portion of this loan. Normally those property taxes on the hotel would go to the TIF and not the General Fund anyhow, correct?

John Kish: Correct.

Councilman M^cGinn: Okay, so taxpayers for general services are not going to be out, for lack of a better term, money that they normally would have but for this payback schedule.

John Kish: That's the structure.

Councilman M^cGinn: Okay, and then this TIF, what is this a 28 year TIF so....

John Kish: Well, the TIF is actually the downtown TIF which has no expiration date.

Councilman M^cGinn: There is not expiration on it. So then again, continued funds that they pay will go into the downtown TIF which will be used to pay for improvements to continue to improve the downtown.

John Kish: The whole concept here is downtown investment, investing in downtown.

Councilman M^cGinn: Okay. I have a question. The various things that I've read and I haven't seen and is it still subject to negotiation or is the demo of the tower likely to be an additional cost to someone, the portion of the Executive Tower that is still standing there.

John Kish: It is subject to negotiation because we need to coordinate its activity with the arena construction, and since the hotel is being built on the other side of the street, it may make more sense for us to just worry about the tower being demolished. But right now the RFP itself calls for the demolition of the tower by the developer with the ownership of the property being retained by the Commission.

Councilman M^cGinn: Okay. Is it likely that if the demolition of the tower is included in the package that these incentives have to change somewhat. Do we know that?

John Kish: The incentive structure anticipates that the developer tears down the tower so that would change favorably to the city.

Councilman M^cGinn: Oh, the tower and the parking garage?

John Kish: Yes.

Councilman M^cGinn: Well that's good. That's very good. Alright. And the walkway and the tower is part of the proposal that you are expecting to get a favorable the bridge.

John Kish: The cost to construct the walkway is not in this package.

Councilman M^cGinn: It is not in the package that....

John Kish: The hotel is obligated to design itself so that it will except a connector in the right place, but the actual cost to construct it is something that is not in this set of numbers.

Councilman M^cGinn: Okay, but both tower demos are, which I didn't know.

John Kish: Tower and garage.

Councilman M^cGinn: Tower and garage. Okay. Then it's better than I thought originally. Thank you.

Councilman Friend: When these people come together, they have a proforma, don't they? We have access proformas. Will we be privy to those proformas prior to that coming to us?

John Kish: I'm sure there is some confidentiality.

Councilman Friend: I understand that.

John Kish: I think when we get down to the proposal and final contracts then that will be there for you.

Councilman Friend: Good deal. Thanks.

Councilwoman Bredhold: John, will the parking lot that's going to be built on the block with the hotel have as many spaces as the parking lot that will be demolished?

John Kish: No.

Councilwoman Bredhold: Is there a plan to replace that amount of parking?

John Kish: The parking garage has 400 spaces. It was built to serve the 470 room Executive Inn. Since this is only 220 rooms, the parking needs of this hotel are less, so the 305 spaces that we believe we are getting are sufficient to handle the hotel, the restaurant in the hotel, and then provide some additional parking spaces to the arena. Then we would use the tower site to provide some additional parking and then we believe that with some restriping in the back 40 we end up with the same amount of parking spaces for the arena that we've always said we would have.

Councilwoman Bredhold: My next question is going to address the property where the hotel was initially going to be built in the same block with the arena.

John Kish: The tower site, yes.

Councilwoman Bredhold: So will there be anything else. What is the plan for that now. Is there anything else beyond more parking?

John Kish: Well, we would want to put up a security fence for the loading docks and some green space and something nice. We don't have actual plans, if that's what you meant by plans. We have concepts. That's the concept. There is some surface parking probably for employees and then green space and security fence.

Councilman Walker: Is the contractor or the developer here that is going to build this hotel?

John Kish: The developer that we anticipate responding, yes he is here.

Councilman Walker: I mean he's going to work under the same agreement as the project labor agreement that we have going with the arena.

John Kish: No. The project labor agreement with the arena is a public sector agreement. This PLA will be a private sector PLA. So it accomplishes the same objectives but in a different form.

Councilman Adams: Mr. Kish, while you're up here, and I apologize to you, but I don't want to have you come back again, how is the arena going? Are working on a pace and under budget and things going okay?

John Kish: (Handouts provided) Thank you for the opportunity. As of December 31st, 336,020 hours have been invested in the arena. The vast majority are people who live and work everyday in the Evansville community and they have been working very hard to create the arena and they have been working very safely. We are below the national averages in safety incidents on the

arena. There have been five recordable injuries in the past, but only one of which has been severe enough to cause the man to lose some time from work. So, I think we've had a great project. One thousand and four employees have actually gone through the safety orientation and the arena is coming out of the ground, it's being finished, substantial completion is scheduled for early October of this year and then we'll be ready for the big events in mid November. The spending on the arena has not changed significantly since I reported to you. I passed preliminary year-end numbers which we collected last week so they may change a little bit, but in rough numbers we've got the various categories listed there. Since I met with you last, we have awarded on contract to a local Evansville company for 2.6 million for site improvements which was anticipated. We still have a scoreboard package to go and signage and graphics package and then that's about it for the construction activities. We are below your cost cap and expect to be there at the end of the project.

Councilman Adams: Do you have shows lined up for November yet?

John Kish: No. I don't have any shows lined up and I won't, but there are other people that will be lining them up.

Councilman Adams: Is SMG going to be doing that.

John Kish: That selection has not been made yet. We issued an RFP and got three responses. That is still to be decided, but there are a lot of people working to pick a lot of different events for an opening series, not just one event, but a series of events. Before we open in November, we begin really showing the arena to the community with events, open houses, those sorts of things.

Councilman Friend: John, am I reading this correctly. It looks like program projectory got up to one point and continued, it looks like it's going to be about 91 million number. Am I reading this correctly?

John Kish: It's about 110 plus the cost of land.

Councilman Friend: Okay, cause one column I got 49 million total, work completed.

John Kish: Oh, are you looking at the chart.

Councilman Friend: I am looking at the back chart.

John Kish: Yeah, 88.9 million dollars of the contract value.

Councilman Friend: Yes

John Kish: This summary actually shows the cost of completion which I didn't think you were interested in, so 88.9 is the total contracting and 49 has been completed through December 31st.

Councilman Friend: I just had those two numbers at like 91 million.

John Kish: I don't see where the 91 is.

Councilman Friend: Right after the last column balance to finish, 42 million, and total work completed, 49 million----are you missing that?

John Kish: Well there may be some rounding there. I see where you are. The total contract amount is 88.9. Like I said, these are preliminary numbers. Somebody probably typed in something wrong. The contracting number, the scheduled value is the critical comment, 88.9.

Councilman Mc Ginn: John, you were talking about off the top of your head there, but we've spent or committed about 110 plus the 15 for the cost of the land. Of the 110 million that is spent, is that spent and committed to the things that you still need to buy. I think we talked briefly about furniture and that type of thing.

John Kish: Yeah, the 110 is the addition in the memo of all the numbers that are above it. It includes the signage package, the scoreboard, the general conditions of a million, all those things add up to 110 million. And then you have the land.

Councilman Mc Ginn: About 15 million on the land which is still under the cap. Can I hope that there may be additional funds from naming rights and suite rentals and that type of thing.

John Kish: Yes, those normally go towards operations. We'll use some of that to buy some of the operational equipment and if we need to for furniture. Remember furniture is off the cost cap. I'm hoping to buy it within the cost cap.

Councilman Mc Ginn: Two and half million is a lot of nice furniture.

John Kish: Yeah, we're not spending anywhere near two and half million dollars on furniture. We are actually probably going to spend several hundred thousand dollars on what are called half-house curtains. The arena holds 10 thousand people and for certain events you want it to be more intimate, so if you go to many arenas you'll see that there is a curtain around the upper bowl so you don't see it. So that cuts the house in half vertically. There is also a curtain that would let you cut the house in half horizontally. It will be our recommendation to buy those because we think we have sufficient funds to do that.

Councilman John: To simplify this, what we are voting on tonight is basically the concept that you go forward with and then once someone has been selected, you'll be back to us and hopefully you will have vetted and researched the prospective developer to make sure that they are capable of doing the project?

John Kish: This RFP is not developer specific in that sense. And actually the question has come up and focused answer is that the developer's primary lender, the one that's putting in 18 - 20 million dollars, has a lot of financial conditions that we will coordinate our financial conditions with, so it is not appropriate to put them in this RFP that's sort of a go-to-all comers.

Councilman Friend: What are the suites going to cost people? Do we know?

John Kish: It will be a very reasonable value, better value than they did at Roberts. There are suites and we expect to sell more suites than we have suites. We have loge box suites, we have mini suites, we have club suites, and it's going to be a great time.

President Watts: Any other questions? Anyone in the audience have any questions or comments?

Councilman John moved and Councilman Adams seconded the motion to adopt Resolution Docket C-2011-1. Voice vote. So ordered.

MISCELLANEOUS BUSINESS

The next City Council meeting will be Monday, January 24, 2011 at 5:30 p.m. Committee meetings will begin at 5:10 p.m.

Jo Anne Smith: We are here for the approval of the contract to do some economic refurbishing at Central Dispatch. Most of the things there are at least 20 years old as far as heating and air, lighting, that sort of thing. Dona has worked very hard at getting information, and the funding for the project. I have been the guinea pig. There have been good results. We are not here asking for funding. This will be funded by our current utility. Next year we will move that into the contractual portion of the budget. Dona has worked with Jenny, she has worked with the Bond Bank to get the financing for this. It will be paid back in twelve years, Fifteen years period. If we do not meet the specifications of the company that has done the energy audit, they will be responsible for the amount that we are over for the next fifteen years. It's a win-win situation, putting the operations room on its own heating and air conditioning system which will be a big bonus for us. There will be insulation put in the attic.

President Watts. Are there any questions by council?

Councilman McGinn: I'm guessing that all of the city buildings, county buildings hopefully all of these will have the same type of energy audit. Is that the plan?

Dona Bergman: We will take a look at all of the buildings in the city and the Building Authority has also asked us to take a look at the Building Authority Building. Most of the buildings, I would guess will be good candidates for energy audit. Some of the more efficiently built we may not address, some of the really smaller ones. We will try to prioritize our resources, but as Jo Anne said, I guess practice on the Innovation Point at the Growth Alliance of Greater Evansville, that was our second one. This week we are beginning to look at all of the fire department buildings. So, we are just going down the list. We will try to pay for the building improvements by the energy and operational savings over a course of ten, fifteen or twenty years. The Energy Assistance and Conservation Block Grant Program would be responsible for the administering will kick in some to make those projects more cost effective and let us get more done. On some of these projects where it seems appropriate will also go through Bond Bank financing. Using the Bond Bank we are down to 1% interest over fifteen years and it would save another \$11,000 over the course of the project.

Councilman McGinn: So basically this \$143,000 will be repaid in theoretically the Central Dispatch's Budget. The amount that is listed for maintenance and parts and utilities, none of that will go up and we will end up spending the same amount of money but have new equipment with better efficiency.

Dona Bergman: Part of it will come out of the utility line item and probably will come out of the repairs line items.

Councilman McGinn: The light blub item, furnace filters line item.

Dona Bergman: That amount that we take out of those two items were put into other contractual and will pay the cost of (inaudible) with about \$20,000 of DOE funds.

Councilman McGinn: Are there any plans in the future to look at other vendors? I don't know this company ESG.

Dona Bergman: We had done a request for qualifications for the Central Dispatch Building. They are an energy group out of Newburgh with the only respondent. We did a city wide request for qualifications for everybody else. Energy System Group was the only respondent. We are not committed to using Energy Systems Group more than one building or project at a time. If they don't perform properly or we are dissatisfied for any reason, I can always go back and publish another request for qualifications. I have a lot of confidence in their ability.

Councilman McGinn: Do you know who the principles are in ESG?

Dona Bergman: Vectren.

Councilman McGinn: It is Vectren. I remember when they formed this group. Could you take a look at the Kley Building and the Zoo next?

Dona Bergman: We are not allowed to use stimulus funds on zoos, of course. But, we are able to use these energy saving contracts to pay for improvements, and yes we will!

Councilman McGinn: Good, that's great. Thank you. This looks really nice.

Dona Bergman: But we do need approval from the.....

President Watts: Any other questions by members of council?

Councilman Adams: I would just like to make the observation. About five years ago a similar project was done at the airport and it was very effective. So I think this is money well spent. The extra film on the windows, all of it works together to save a lot of money. Good idea.

Dona Bergman: We have expectations that it will. If you go into the Dispatch Building now, every single person has a blanket on their chair because it is so cold in there. This should definitely take care of that. All of the lighting will be replaced, it's twenty years old.

Councilman Adams: Do the lights work at all under these conditions? Do red lights work at all?

Dona Bergman: We are going to be using some more flouresants right now. The LED's are very efficient, they work very well in certain applications. They still are very expensive. We can switch the twenty year old lamps out to new ones without having to change all of the fixtures.

President Watts: Any other questions by members of council?

John Hamilton: You need a motion to approve the contract.

President Watts: Is there a motion to approve?

Councilman Friend moved and Councilwoman Mosby seconded the motion to approve this contract. All those in favor signify by saying aye. Opposed? So Ordered.

Councilman McGinn: I spoke briefly with Mr. Hamilton. Had a landlord contact me a couple of weeks ago and I asked John this, I didn't want to do any legal work. He is a landlord and a tenant left and owed several hundred dollars on a water bill. I understand John that this comes up every couple of years, but the tenant's debt became a lien on the real estate owned by the landlord. I question whether or not that is still constitutional.....

John Hamilton: There is a state statute that provides for that and it's to protect and makes sure that the government entity can collect the bill, so to speak. As a result, as a practical matter most landlords and property owners collect the water as part of their rent and keep it in their own name. The last time I did review it, it was upheld but I'll be glad to review it again and see if there is any recent....

Councilman McGinn: If you would, that just kind of sticks in my crawl. I can understand that the cleanups because that makes the neighborhood look good and the city look good. It makes the property more rentable for one of the better terms. So I can see why a cleanup would be a lien on the premises. It increases the value of a lease hold. But, if you could check on that and I also suggest to this lady who called me to review the lease of that situation.

Councilman John: I might mention that I have dealt with the utility department several times on this and we've talked about possibly putting the landowners name in the computer and once the bill becomes delinquent the first month, notify them so they can get on top of it to make sure that it gets paid rather than go three months before they get notice that the tenants moved and there is a bill there.

Councilman McGinn : (inaudible.)

President Watts: Anything else on Miscellaneous Business? Berniece Tirmenstein.

Berniece Tirmenstein: My name is Berniece Tirmenstein and I live at 1636 East Blackford Ave. Tonight is your first meeting in 2011. I heard a council member in Owensboro Ky. say when asked what he would like to see in the New Year. His reply was that he would want the Council to listen to the people. I would add that I would like to see our Council listen to the tax paying people. Last week a young man told me that he and others of his generation want to move out of the city and the reason why was that city leaders are not listening to the people and taxes would increase. He said that he could move out in the county, but they would go after me there with all the regulations and the increase in taxes. It is not only the young people who want to move out of the city. I hear this from established families. Citizens have taken pride in the Historical Residential District. Do you remember that at a council meeting in late summer of last year when an attorney living in the Historical District was denied to practice law in her home? The reason was because the council said that to grant her a petition it would set a precedent that would let other businesses come in. Parking would be an issue and a problem. It would be a

disregard for those people living in the Historical Residential District. Then at a council meeting more recently, the TIF (Tax Increment Funding) was approved for that area, whereby businesses would locate there. I saw this as a complete turnaround in your decision. Did you see revenue coming in for the city? Did you not care for the Historical Residential area then as you did in prior meetings? I would like for someone to elaborate on your rationale.

Councilman John: I would be happy to address that. There is a zoning law and in that area. There are certain properties that are commercial and those are entitled to be developed. Those are the ones that would generate money that would be raised in the TIF. For anyone to locate in 1st Street or another area where it is strictly residential they would have to come before this council and request spot zoning which we denied on 1st Street at the last one. I assume that in many instances we would in the future. But, there are a number of areas in that district that are now commercial and are zoned commercial that could be developed.

Berniece Tirmenstein: I thank you.

Jeff Day: I owe you folks an apology. I wore this shirt tonight, I was lead to believe that there was going to be a particular thing on the agenda and it didn't happen. I am premature in my shirt and again, I hope Mr. John will take it with levity. Thank you.

Councilman John: I take a lot of things here at council with levity.

President Watts: Anything else under Miscellaneous Business? Mr. Gish?

John Gish: I'm sorry Mr. Friend, the balance in the finish column is the balance that we owe the contractor and that includes the balance under retainage, so if you take the total completed stored to date, less the total of retainage, you get the balance at finish. So 88.9 is the right number.

Councilman Friend: Thanks for clearing that up for me.

President Watts: Anything else under Miscellaneous Business: Seeing none.... City Council Board Appointments: Has everyone had a chance to review these. Dan, you had the African American Museum. Is that correct?

Dan McGinn: I believe we have a City Council Representative on that and I have been doing that and would be glad to continue it.

President Watts: Is there a motion to accept the board appointments?

Councilman John moved and Councilman Friend seconded the motion to accept the City Council Board Appointments for 2011. Voice vote. So Ordered.

City Council Board Appointments for 2011

Board	2011 Appointment	Term Expires
Area Plan Commission	Councilman Adams	December, 2011
Central Dispatch	Councilman McGinn	December, 2011
Legal Aid	Councilman John	December, 2011
Museum Board	Councilman McGinn	December, 2011
Solid Waste Board	Councilwoman Mosby	December, 2011
WNIN Board	Councilman McGinn	December, 2011
Commission on Homelessness	Councilwoman McGinn	December, 2011
Construction & Roofing Review	Carl Shepherd	December, 2011
Electrical Examiners Board	Jim Dewig	December, 2011
EMPO	Stephen Melcher, Jack Corn	December, 2011
Evansville Redevelopment	Greg Elpers	December, 2011
Commission	(Need Appointment)	December, 2011
Haynie's Corner Art District	Heidi Krouse	December, 2011
Advisory Commission	Jill Kincade	December, 2011
Home Inspection Board	Bill Kattman	December, 2011
Human Relations	Marcus Watkins	December, 2011
	John Herring	December, 2011
HVAC	Steve Bryant	December, 2011
ITAC	Randy Brown, Jr.	December, 2011
MBE/WBE	James Mosley	December, 2011
Pigeon Creek Advisory	Wendy Bredhold	December, 2011
Social Status of	Rev. Gerald Arnold	December, 2011
African/American Males	Brad Hill	December, 2011
	Rev. W.R. Brown, Jr.	December, 2011
	Dr. Anthony Hall,	December, 2011
	Moreane Eakins	December, 2011
	Anna Morrow-Owsley,	December, 2011
	Charles Hall	December, 2011
	Watez Phelps	December, 2011
	Matory Bailey	December, 2011
	Dan Adams	December, 2011
Tree Advisory Board	Larry Caplan	December, 2011
	David Ballew	December, 2011
Urban Enterprise Zone	Stephen Melcher	
Mesker Park Zoo	Marty Friend	December, 2011
City of Evansville	Dan McGinn, B.J. Watts	December, 2011
Endowment Fund	John Friend	

COMMITTEE REPORTS:

ASD COMMITTEE:

Nothing scheduled at this time.

CHAIRWOMAN ROBINSON

FINANCE COMMITTEE:

Nothing scheduled at this time.

CHAIRMAN FRIEND

PUBLIC WORKS COMMITTEE:

Re: Ordinance G-2010-23

Date: January 24, 2011

Time: 5:10 p.m.

Notify: Maria Worthington

CHAIRWOMAN MOSBY

Petition to vacate an alley

between Walnut St. and Locust St.

Councilman McGinn: One of the boards that I'm on, I see Susan Harp is here, City of Evansville Endowment Fund. Now the Endowment Fund Board of Directors, previous to about a month ago, the bylaws said that three named council members, depending on their positions, would be on there. It was an inopportune time for people who work and teach and it was the president, finance chairman, and minority representative, so we changed the bylaws last month so that the people who were designated can serve or they can designate someone or have the board appoint someone if they are unable to serve.

President Watts: So it will remain three appointments?

Councilman McGinn: Yes, three appointments and one of them is minority representation. I have enjoyed working with that group and the board and I will stay on the board.

President Watts: Do we know when the first meeting is so we can have that done.

Councilman McGinn: It's the second, third Thursday of the second month of each quarter. So we've got time.

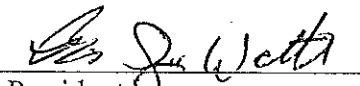
President Watts: I don't know how you could miss that meeting.

Councilman McGinn: I don't know. I have it here in my palm pilot. So either this board has to delicate two people and one is supposed to be the finance chairman and one is supposed to be the president, and if they are unwilling to serve, they can designate someone or leave it up to the board to select someone else. There are quite a few options.

President Watts: Okay, thank you very much.

ADJOURNMENT

Councilman John moved and Councilwoman Mosby seconded the motion to adjourn. Voice vote. So ordered. Meeting adjourned at 6:30 p.m.


President


Alberta Matlock, City Clerk

ROLL CALL

PLEDGE OF ALLEGIANCE

RECOGNITION OF SCHOOLS

READING AND AMENDMENT OF MINUTES

REPORTS AND COMMUNICATIONS

NOMINATION OF OFFICERS FOR 2011

CONSENT AGENDA

FIRST READING OF ORDINANCES OR RESOLUTIONS

Nothing filed for First Reading

CONSENT AGENDA

SECOND READING OF ZONING ORDINANCES

ORDINANCE R-2010-13 (amended) FROM APC R-1 TO CO-1 w/U&D Comm.

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana, more commonly known as 2205 and 2217 Oak Hill Road

Petitioner: Rose Products, LLC
Owners: Mike Whetstine (Rose Products, LLC)
Representative: Same
District: John Friend, Ward 5

The petitioner requests to withdraw this rezoning.

ORDINANCE R-2010-18 FROM APC C-4 TO R-2

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana, more commonly known as 3004 Mount Vernon Avenue, Evansville, Indiana

Petitioner: Lowell W. & Melanie K. Noe
Owners: Same
Representative: Edward W. Johnson
District: B.J. Watts, Ward 6

This petition comes forward with a recommendation for approval by the Area Plan Commission, having 8 affirmative votes.

The Honorable Council of the City of Evansville is hereby called to order. Madam Clerk, please call the roll.

ROLL CALL

<input checked="" type="checkbox"/> M ^c GINN	<input checked="" type="checkbox"/> ROBINSON	<input checked="" type="checkbox"/> JOHN
<input checked="" type="checkbox"/> MOSBY	<input checked="" type="checkbox"/> FRIEND	<input checked="" type="checkbox"/> WALKER
<input checked="" type="checkbox"/> BREDHOLD	<input checked="" type="checkbox"/> ADAMS	<input checked="" type="checkbox"/> WATTS

There being 9 members present, 0 members absent, and 9 members representing a quorum, I hereby declare this session of Common Council officially opened.

PLEDGE OF ALLEGIANCE

This evening the pledge of allegiance will be led by WALKER.

Fellow Councilmen and those in the audience, welcome to the January 10, 2011 meeting of the Common Council.

RECOGNITION OF SCHOOLS

Are there any students in the audience who would like to be recognized?

SCHOOL: _____
NAME: _____

SCHOOL: _____
NAME: _____

TEEN ADVISORY COUNCIL CLAIRE EHRENSBECK
ELLEN KENDALL

COUNCIL ATTORNEY

This evening John Hamilton is City Council Attorney.

SERGEANT AT ARMS

This evening Officer NONE is our Sergeant at Arms.

READING AND AMENDMENT OF MINUTES OF PRECEDING MEETING

Is there a motion to approve the minutes of the December 20, 2010 meeting of the Common Council as written?

Councilman Mosby moved and Councilman JOHN seconded the motion that the minutes of the regular meeting of the Common Council held December 20, 2010 be approved as written. Voice vote. ☒ So ordered. ☒

REPORTS AND COMMUNICATIONS

IN YOUR JANUARY 7th PACKET:

- *City Council Agenda for January 10, 2011 meeting.
- *Committee Meeting Schedule.
- *Minutes from the December 20, 2010 City Council Meeting.
- *Area Plan Commission Staff Reports and Minutes from December 9, 2010 meeting.
- *Resolution Docket C-2011-1.
- *A letter from Mike Whetstine requesting to withdraw Rezoning R-2010-13.
- *Calendar of meetings for January, 2011 in the City/County Administration Building.
- *Evansville Redevelopment Commission Minutes of December 7, 2010.
- *News Release regarding Downtown Hotel.

ON YOUR DESK THIS EVENING:

- *Information from Jo Anne Smith for Miscellaneous Business.
- *An email from Mary Hukill regarding Roberts Stadium.

Councilman FRIEND moved and Councilman MOSBY

seconded the motion to receive, file and make these reports and communications a part of

the minutes of the meeting. Voice vote. ✓ So ordered. ✓

Nomination and Election of Officers for 2011

President Watts calls for the nomination of officers for the Year 2011.

Councilman JOHN moves to nominate Council member WATTS for President for the Year 2011. Councilman _____ seconds the motion. Voice vote. So ordered.

Councilman JOHN moves to close the nominations for President. Councilman FRIEND seconds the motion. Voice vote. So ordered.

There being no further motions, Councilman WATTS now stands as President of the City Council for the Year 2011. Voice vote. So ordered.

President WATTS now asks for the nominations for Vice-President for the Year 2011.

Councilman WATTS ROBINSON moves to nominate Councilman ADAMS for Vice-President of the City Council for the Year 2011. Councilman JOHN seconds the motion. Voice vote. So ordered.

Councilman JOHN moves to close the nominations for Vice-President. Councilman ROBINSON seconds the motion. Voice vote. So ordered.

There being no further motions, Councilman ADAMS now stands as Vice-President of the City Council for the Year 2011. Voice vote. So ordered.

Committee Chair Appointments

Finance Committee Chair: FRIEND

Members of Finance Committee Chair:

<u>WATTS</u>	<u>JOHN</u>
<u>MCGINN</u>	<u>BREDHOLD</u>

Administration/Safety/Development (A.S.D.) Chair: ROBINSON

Members of A.S.D. Committee:

<u>WATTS</u>	<u>WALKER</u>
<u>MCGINN</u>	<u>FRIEND</u>

Public Works Committee Chair: MOSBY

Members of Public Works Committee:

<u>WATT</u>	<u>ADAMS</u>
<u>MCGINN</u>	<u>JOHN</u>

Youth Sports Grants Subcommittee Chair: JOHN

Members of Subcommittee:

WATTS
MCGINN

FRIEND
WALKER

Youth Leadership Grants Subcommittee Chair: MOSBY

Members of Subcommittee:

WATTS
MC

BREDHOLD
ADAMS

CONSENT AGENDA

FIRST READING OF ORDINANCES OR RESOLUTIONS

Nothing was filed for First Reading.

CONSENT AGENDA

SECOND READING OF ZONING ORDINANCES

ORDINANCE R-2010-13 (amended) FROM APC R-1 TO CO-1 w/U&D Comm.

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana, more commonly known as 2205 and 2217 Oak Hill Road

Petitioner: Rose Products, LLC
Owners: Mike Whetstone (Rose Products, LLC)
Representative: Same
District: John Friend, Ward 5

Petitioner requesting to withdraw Rezoning Ordinance R-2010-13

Councilman FRIEND moved and Councilman JOHN seconded the motion to withdraw Ordinance R-2010-13. Voice vote. So Ordered.

ORDINANCE R-2010-18 FROM APC C-4 TO R-2

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana, more commonly known as 3004 Mount Vernon Avenue, Evansville, Indiana

Petitioner: Lowell W. & Melanie K. Noe
Owners: Same
Representative: Edward W. Johnson
District: B.J. Watts, Ward 6

This petition comes forward with a recommendation for approval by the Area Plan Commission, having 8 affirmative votes.

ORDINANCE R-2010-19 FROM APC C-4 with restrictions TO C-4 without restrictions

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana, more commonly known as 2405 Covert Avenue

Petitioner: Rhonda Kohlmeyer
Owners: Same
Representative: Same
District: Missy Mosby, Ward 2

This petition comes forward with a recommendation for approval by the Area Plan Commission, having 8 affirmative votes and 1 negative vote.

Is there a motion to adopt the Consent Agenda Second Reading of Zoning ordinances and to accept the Area Plan Commission Report?

Councilman JOHN moved and Councilman FRIEND seconded the motion to adopt the Consent Agenda Second Reading of Zoning Ordinances and to accept the Area Plan Commission Report. Voice vote. So ordered. Council now stands at Third Reading which is final action.

REGULAR AGENDA

THIRD READING OF ZONING ORDINANCES

ORDINANCE R-2010-18 FROM APC C-4 TO R-2

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana, more commonly known as 3004 Mount Vernon Avenue, Evansville, Indiana

Petitioner: Lowell W. & Melanie K. Noe

EDWARD JOHNSON

WATTS

MCGINN

WATTS

MELANIE NOE

Is there a motion to adopt Ordinance R-2010-18 and call the roll?

Councilman JOHN moved and Councilman FRIEND seconded the motion to adopt Ordinance R-2010-18 and call the roll.

ROLL CALL

✓ MCGINN

✓ MOSBY

✓ BREDHOLD

✓ ROBINSON

✓ FRIEND

✓ ADAMS

✓ JOHN

✓ WALKER

✓ WATTS

There being 9 Ayes and 0 Nays, Ordinance R-2010-18 is hereby declared ADOPTED/DENIED.

REGULAR AGENDA

THIRD READING OF ZONING ORDINANCES

ORDINANCE R-2010-19

FROM APC

C-4 with restrictions TO

C-4 without restrictions

An Ordinance to Rezone Certain Real Estate in the City of Evansville, State of Indiana,
more commonly known as 2405 Covert Avenue

Petitioner: Rhonda Kohlmeyer

RHONDA KOHLMeyer
WATTS
MCGINN
MOSBY
WATTS

Is there a motion to adopt Ordinance R-2010-19 and call the roll?

Councilman WALKER moved and Councilman MOSBY seconded the
motion to adopt Ordinance R-2010-19 and call the roll.

ROLL CALL

/ MCGINN

/ ROBINSON

/ JOHN

/ MOSBY

/ FRIEND

/ WALKER

/ BREDHOLD

/ ADAMS

/ WATTS

There being 9 Ayes and 0 Nays, Ordinance R-2010-19 is hereby declared
~~ADOPTED~~ DENIED.

RESOLUTION DOCKET

RESOLUTION C-2011-1 (DOCKET)

FRIEND

A Resolution of the City of Evansville, Indiana affirming the City of Evansville, Indiana, Redevelopment Commission's Direction to moving forward with Downtown Hotel Development through an offering of real estate owned by the City of Evansville, Indiana Redevelopment Commission and related matters

DISCUSSION:

JOHN KISH	ROBINSON	MCGINN	ADAMS	KISH
WATTS	KISH	FRIEND	KISH	MCGINN
ADAMS	ADAMS	WATTS	ADAMS	KISH
KISH	KISH	BREDHOLD	KISH	MCGINN
ADAMS	MCGINN	KISH	ADAMS	KISH
KISH	KISH	BREDHOLD	KISH	MCGINN
ADAMS	MCGINN	KISH	FRIEND	KISH
KISH	KISH	BREDHOLD	KISH	MCGINN
ADAMS	MCGINN	KISH	FRIEND	KISH
KISH	KISH	BREDHOLD	KISH	WATTS
ADAMS	MCGINN	KISH	FRIEND	JOHN
KISH	KISH	WATTS	KISH	KISH
ADAMS	MCGINN	WALKER	FRIEND	WATTS
KISH	KISH	KISH	KISH	FRIEND
ADAMS	MCGINN	WALKER	FRIEND	KISH
KISH	KISH	KISH	KISH	WATTS
ADAMS	MCGINN	WATTS	WATTS	
KISH	FRIEND	ADAMS	MCGINN	
	KISH	KISH		
	FRIEND			

Is there a motion to adopt Resolution C-2011-1?

Councilman JOHN moved and Councilman ADAMS seconded the motion to adopt Resolution C-2011-1 Voice vote. So ordered

OR CALL THE ROLL

ROLL CALL

___ MCGINN	___ ROBINSON	___ JOHN
___ MOSBY	___ FRIEND	___ WALKER
___ BREDHOLD	___ ADAMS	___ WATTS

There being ___ Ayes and ___ Nays, Resolution C-2011-1 is hereby declared ADOPTED/DENIED.

MISCELLANEOUS BUSINESS

There will not be a City Council meeting next Monday (January 17, 2011) The next City Council meeting will be Monday, January 24, 2011 at 5:30 p.m. Committee meetings will begin at 5:10 p.m.

JoAnn Smith: Speaking about the contract with Dona Bergman regarding Energy Conservation Project:

JO ANNE SMITH
→ DONA
MCGINN
→ DONA BERGMAN
MCGINN
DONA
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DONA
MCGINN
DONA
MCGINN
WATTS
ADAMS
DONA
JO ANNE
ADAMS
DONA
WATTS
JO ANNE

WATTS
MCGINN
HAMILTON
MCGINN
HAMILTON
MCGINN
C. JOHN
MCGINN
WATTS

BERNIECE TIRMENSTEIN
C. JOHN
JEFF DAY
C. JOHN
JOHN KISH
JOHN FRIEND
WATTS

MOTION FRIEND
AND MOSBY

VOICE VOTE SO ORDERED

City Council Board Appointments for 2011

<u>Board</u>	<u>2011 Appointment</u>	<u>Term Expires</u>
Area Plan Commission	Councilman Adams	December, 2010
Central Dispatch	Councilman McGinn	December, 2010
Legal Aid	Councilman John	December, 2010
Museum Board	Councilman Friend <i>McGinn</i>	December, 2010
Solid Waste Board	Councilwoman Mosby	December, 2010
WNIN Board	Councilman McGinn	December, 2010
Commission on Homelessness	Councilwoman Mosby	December, 2010
Construction & Roofing Review	Carl Shepherd	December, 2010
Electrical Examiners Board	Jim Dewig	December, 2010
EMPO	Stephen Melcher, Jack Corn	December, 2010
Evansville Redevelopment Commission	Greg Elpers (Need Appointment)	December, 2010
Haynie's Corner Art District Advisory Commission	Heidi Krouse	December, 2010
	Jill Kincade	December, 2010
Home Inspection Board	<i>Bill Kattman</i>	December, 2010
Human Relations	Marcus Watkins	December, 2010
	John Herring	December, 2010
HVAC	Steve Bryant	December, 2010
ITAC	Randy Brown, Jr.	December, 2010
MBE/WBE	<i>James Mosley</i>	December, 2010
Pigeon Creek Advisory	Wendy Bredhold	December, 2010
Social Status of African/American Males	Rev. Gerald Arnold	December, 2010
	Brad Hill	December, 2010
	Rev. W.R. Brown, Jr.	December, 2010
	<i>Dr. Anthony Hall,</i>	December, 2010
	Moreane Eakins	December, 2010
	Anna Morrow-Owsley,	December, 2010
	<i>Charles Hall</i>	December, 2010
	Watez Phelps	December, 2010
	Matory Bailey	December, 2010
	<i>Keith Jarboe</i> <i>ADAMS</i>	December, 2010
Tree Advisory Board	Larry Caplan	December, 2010
	David Ballew	December, 2010
Urban Enterprise Zone	Stephen Melcher	
Mesker Park Zoo	Marty Friend	December, 2010

*CITY OF EVANSVILLE
ENDOWMENT FUND*

*3 APPOINTMENTS
McGINN*

FEB

Councilman JOHN moves and Councilman FRIEND seconds the motion to accept the board appointments for 2011. Voice vote. So ordered.

COMMITTEE REPORTS:

ASD COMMITTEE:

Nothing scheduled at this time.

CHAIRWOMAN MOSBY *ROBINSON*

FINANCE COMMITTEE:

Nothing scheduled at this time.

CHAIRMAN FRIEND

PUBLIC WORKS COMMITTEE:

Re: Ordinance G-2010-23

Date: January 24, 2011

Time: 5:10 p.m.

Notify: Maria Worthington

CHAIRMAN ADAMS *MOSBY*
Petition to vacate an alley
between Walnut St. and Locust St.

ADJOURNMENT

Councilman *JOHN* moved and Councilman *MOSBY*

seconded the motion to adjourn. Voice Vote. ✓ So Ordered. ✓

Meeting adjourned at *6:30* p.m.

CITY COUNCIL COMMITTEE MEETING SCHEDULE

.....
January 10, 2011
.....

No Committee Meetings preceding City Council Meeting

.....
January 24, 2011
.....

PUBLIC WORKS COMMITTEE:

Re: Ordinance G-2010-23

Date: January 24, 2011

Time: 5:10 p.m.

Notify: Maria L. Worthington

CHAIRMAN ADAMS

Alley vacation Walnut Street and Locust Street
in Donation Enlargement

Cayce, Christina

From: Mary Hukill [mary.hukill.businesssolutions@gmail.com]
Sent: 2010-12-26 22:59
To: Mayor Concerns
Cc: All City Clerk
Subject: Roberts Stadium

Attachments: Roberts Stadium122510.doc



Roberts
um122510.doc (1

Hello,

FILED

JAN 06 2011

Alberta Matlock
CITY CLERK

FOR: The Mayor of Evansville, Indiana

FOR: The Evansville City Council

Attached is information about a News Release or News Conference that will be happening this week. I have two National groups so far that want to possibly help my company run Roberts Stadium. I'm working on the Third National Group this week. I can do this project with just the two other groups. We want to Negotiate a deal on Roberts Stadium.

This venue is vital to the Community and still be of value for smaller events and lower prices. You won't get the National coverage with any other Group than what I'm offering.

Who do I speak with to Negotiate a deal. We're ready to proceed but won't proceed any further until we see the operating books. The expenses will be the interest of concern. We'd need to also know the way a deal can work. If it makes sense and is what is done in the Industry, lets make it happen. I can put on my Calendar a meeting to see what the interest is, we'd want a tour of the Roberts Stadium with an SMG Evansville staff member and preferably with Dan Schall of the Evansville Parks Department. I've kept Dr. Dan Adams aware of my interest and Vanderburgh County Commissioner to be Marsha Abell. If they can come that would be great, but, up to them.

My group is not with any other group related to Roberts Stadium.

Later, if a deal is struck, I can work with any Wesselman Park Group to help keep this area vibrant. Again, my Group isn't tied to any other group.

I have volunteered, made donations, provided flower vendors and watered the flowers for 6 of those 20 years, and have helped for 20 summers at Mesker Amphitheatre. I'm aware of venues and have decided to bring in folks that know this Industry. We're ready to make our impact immediately, possibly as an Addendum to the SMG Contract til they move Downtown Evansville. Or, be able to transition at best and fastest time allowed. I may have another party be the Front person to do this information to the public or do myself.

You can call me at anytime, and I'm ready to see what can be done.

Again, I have a Team of National players, hoping to add the next national group, but, don't have to have them. I'm here to make a deal. Being Shoved aside isn't going to happen. I will be at the Table to negotiate what deal can happen. I have the BEST Team and situation. If you need David Dunn to call, that is all right. I don't anticipate being in their way. Again, I'm not tied to another group that wants to PUSH having a group of Tennis Courts and a group of Trees to the back lot of the Roberts Stadium. That can be an asset to the whole area, but, I've not talked to any of the Tennis people....seems they need to build the tennis courts near where they are, but, that isn't my interest. I'm just here for Roberts Stadium.

Thanks, for your time. This week will be an interesting one! We're Professionals and just asking to be at the Table to negotiate any possible deal that can be done for Roberts Stadium.

Respectfully,

Mary K. Hukill, Owner of Business Solutions Consulting Group, 812-471-8202

Business Solutions Consulting Group
5424 Egret Way
Evanville, Indiana 47715
Phone: 812-471-8202

Date: 12/25/10

TO: Whom it May Concern

News Conference Information

A National Group headed by a Local Business is Offering to be a part of the effort in Saving Roberts Stadium and Running a Business from it. Business Solutions Consulting Group has Spearheaded a Team of National Businesses to bring events to the Stadium but also having a Music Academy during the Week. Sometimes, the Music Academy will bring in National Artists for Seminars, events, classes. Area Bands from at least Five states will be encouraged to come for various education sessions, DEMO sessions to tape in a live audience setting, tweaking performances by Guidance.

Charges will be made to students, customers, and clients that need the services of DEMO, Mix and Mastering that they use in their Band performing Businesses.

The Management and Operations will be someone already in the Entertainment business, the Music Academy will be run by someone in the Industry, and another business has been asked if they'll come in to augment the current businesses. A tie with local Bands, area Bands wanting to improve their performance techniques. The Goal is to also invite others to come and use the Facilities to improve their performance skills.

Roberts Stadium should also stay as a venue for Families to use. Summer Band Activities can be done to create a great FUN time for folks of various ages. There can be small events booked, walkers to use the outer perimeter for exercise, possibly indoor Volleyball in the Basement, various events to involve the Family. Keep the prices at a lower price point. Possibly at \$5 and \$10 events, even with the Music Academy events with Bands of various segments.

The main goal is to get to the Table to Negotiate. The main stip we have is to see the numbers on a current budget of Roberts Stadium and see what line items are to run the place. This will tell us if we want to proceed any further. The Roof, the plumbing in the older section of the women's room, the water pumps will not be our repair issue. With each show we can place money in a repair kitty to reduce the needed work that needs to be done on Roberts Stadium. Working with the Wesselman Park Group can be done periodically and possibly once a year Fundraising event to help repair or redo a section of the park at a time.

Thanks,
Mary K. Hukill, Owner of Business Solutions Consulting Group, PHONE: 812-471-8202 private,
unlisted
Evansville, Indiana

Smith, Jo Anne

FILED

JAN 06 2011

From: Bergman, Dona
Sent: Tuesday, December 07, 2010 11:38 AM
To: Smith, Jo Anne; Buckman, Leslie; Collins, Jenny; Barnes, Elizabeth
Cc: Bergman, Dona; 'Joshua M. Mastison'
Subject: Final Contract ready for Board approval & signature

Alberta Matlock
CITY CLERK

Importance: High

Jo Anne & Leslie:

Attached is the final iteration of the contract as reviewed & approved by the Law Dept. This is ready for your Board's review & approval.

Josh:

Attachment C should be re-typed on City Law Department letterhead; signed by you or David Jones and provided to Jo Anne & Leslie for inclusion in the signed contract.

Jenny & Elizabeth:

The entire project cost is \$143,041. ESG will either (1) upon the contract being signed, submit an invoice for 25% (\$35,760) of the \$143,041 which will be due in 30 days; or (2) because the project isn't a large dollar amount (relatively speaking) and won't take very long to complete, ESG may simply complete the project and submit an invoice for the entire \$143,041.

On subsequent projects which might take longer to complete and have greater costs, the 25% invoice will be more important.

Of the \$143,041, \$20,000 will be from the EECBG funds, which I'll need to "draw down" from the Federal Payment system "ASAP". Based on earlier conversations, you had indicated the City could cover payments by using Riverboat funds and we could use the "ASAP" funds, when received, to reimburse the Riverboat fund. Is this correct?

Based on our discussions, I understand that the remaining \$123,041 will be paid using Bond Bank financing. Since I've never dealt with Bond Bank financing before, please let me know what I or Central Dispatch need to do to get this accomplished. The actual project should be completed 6 to 8 weeks after the contract is signed.

Thanks very much to all of you for your support and patience on this!

Dona J. Bergman

Director

Evansville Department of Sustainability, Energy & Environmental Quality (SEEQ)

100 E. Walnut St. Suite 100

Evansville, IN 47713

ph: 812/435-6145

fx: 812/435-6155

dbergman@evansvillegov.org

"UBUNTU....I AM BECAUSE YOU ARE"

All you plant and nurture is part of what you are - D. Stone 2009

Sign-up for daily air quality forecasts and air quality alert notices for the Evansville area at:
<http://evansville.enviroflash.info/>



Please consider the environment before printing this e-mail.

1/5/2011

**GUARANTEED ENERGY SAVINGS
PERFORMANCE CONTRACT**

THIS AGREEMENT (herein sometimes "Agreement" and sometimes "Contract"), made this ____ day of _____, 2010, by and between Evansville Vanderburgh County Central Dispatch, Evansville, Indiana, (hereinafter called "Owner") and Energy Systems Group, LLC, an Indiana limited liability company (hereinafter called "Contractor" or "ESG"),

WITNESSETH, That:

WHEREAS, Contractor has submitted to Owner a proposal for the installation of energy related upgrades at facilities owned by Owner and located in Vanderburgh County, Indiana (herein the "Facilities"); and

WHEREAS, the Owner wishes to accept the Contractor's proposal as outlined in Exhibit A Scope of Work (hereinafter "Project"), and the Owner and Contractor desire to enter into this Agreement in order to memorialize their respective agreements and undertakings with respect to the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. Contract Documents. The parties hereby incorporate by reference the same as if fully set forth herein, the following documents and instruments, all of which together with this Agreement are herein referred to as the "Contract Documents":

- Exhibit A - Scope of Work
- Exhibit B - Energy Savings Guarantee and Measurement and Verification Plan
- Exhibit C - Opinion of Owner's Counsel

The Contract Documents also shall include any permissible change orders issued pursuant to this Agreement.

In the event there is a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall be controlling with respect to the subject matter hereof.

construction industry; shall be performed in a competent, good and workmanlike manner and in compliance with the Contract Documents, and all pertinent laws, rules and regulations; and shall be free from any and all faults or defects in material and workmanship. Contractor shall promptly remedy any and all defective materials or workmanship furnished by Contractor or any subcontractor upon receipt of written notice thereof from Owner. If required by Owner, Contractor shall furnish satisfactory evidence as to kind and quality of materials and equipment used in connection with the Project.

The warranty set forth herein shall continue to be effective for a period of one (1) year following Owner's acceptance or beneficial use of each ECM, acceptance of a particular Facility, or acceptance of the Project, whichever comes first. Owner shall give Contractor written notice of all defective work, specifically detailing the deficiencies to be corrected, and Contractor shall repair or otherwise remedy such defective work in an expeditious manner.

CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent possible, Contractor shall assign to Owner all warranties that Contractor receives from its vendors and/or subcontractors for any materials or equipment, which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein.

3.2 Approvals. Upon completion of the Project, the Contractor shall obtain all approvals of the installation of the Measures constituting the Project as required by I.C. 36-1-12.5-8.

3.3 Indemnification. Contractor shall indemnify, defend, and hold harmless Owner, the agents, officers, employees, and representatives of the Owner (herein the "Indemnified Parties") against all liability and loss including reasonable attorney's fees and expenses to the extent resulting from the negligence or willful misconduct in connection with the Project by Contractor, any subcontractor, or the agents, employees, or representatives of Contractor or any subcontractor, including any injury (including death) sustained by or any damage to the property of, any person; provided however, that Contractor shall not be responsible for any injury (including death), damage, or loss (including reasonable attorneys fees and expenses) which is caused by

Payment Bond shall waive any right to independent notice under this Agreement if the Contractor receives such notice, and consents to any extensions of time, modification, waiver, forbearance, or change which may be made in any of the terms and conditions of the Agreement by the parties or by their successors or assigns. Notwithstanding any other provision of this Agreement or the bonds, in no event and in no manner shall coverage under the Performance Bond and Payment Bond extend to Section 3.5, Energy Savings Guarantee, as set forth in Exhibit B Energy Savings Guarantee and Measurement and Verification Plan, or any related provisions.

3.5 Energy Savings Guarantee. The Contractor hereby agrees to annually reimburse the Owner for the difference between the annual guaranteed energy savings in the amount of equal to the first years Guarantee and the actual annual energy savings realized by Owner in that year, as calculated in accordance with Exhibit B Energy Savings Guarantee and Measurement and Verification Plan. The Energy Savings Guarantee shall extend for the fifteen (15) year period following Owner's Final Acceptance of the Project. As a condition precedent to commencement of the Project, Contractor shall execute and deliver the Energy Savings Guarantee in the form set forth as Exhibit B to this Agreement. The parties agree that Exhibit B Energy Savings Guarantee and Measurement and Verification Plan shall control the rights and responsibilities of each party with respect to the Energy Savings Guarantee.

It is agreed that the operational savings are considered fully satisfied upon Owner's Final Acceptance of the Project based on the documentation and data approved by the Owner and included herein.

3.6 Limitation of Liability. The total liability of Contractor on all claims, whether in contract, warranty, tort, strict liability, indemnity, or otherwise, arising out of the performance of this Agreement, shall not exceed the Contract Price. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, AND DOWN TIME COST.

3.7 Insurance.

result of the operation of any automobile owned or hired by Contractor, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person, not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage.

(D) Umbrella Coverage. Umbrella coverage against damage because of bodily injury, including death or damage to property of others as a result of the negligent actions referenced above in sections (B) and (C) referenced in the Public Liability and Automobile Liability provisions and covered by such insurance, in an amount of not less than \$50,000,000.

(E) Errors and Omissions. Engineering errors and omissions coverage against damage because of bodily injury, including death, or damage to property of others as the result of professional engineering negligence performed by Contractor, with such insurance to afford protection to the limit of not less than \$5,000,000, with a self insured retention of not less than \$250,000.

4. All Risk Insurance. Prior to Contractor's commencement of performance, Owner shall provide Contractor a certificate of insurance evidencing that Owner has in place an "All Risk" insurance policy on all its Facilities that will provide coverage for all installed Measures. If any of the Measures are damaged or destroyed after they are installed to Owner's Facilities, but prior to Final Acceptance of the Project, the proceeds of such insurance shall be provided to Contractor, and Contractor shall repair or replace such equipment, materials or Measures. If the proceeds of such insurance are insufficient to fully pay Contractor for its costs incurred to repair or replace such equipment, materials, or Measures, Owner shall promptly pay to Contractor such shortfall.

In addition, if any of the Measures are damaged or destroyed after Final Acceptance of the Project and during the Energy Savings Guarantee period, the Owner shall be obligated to promptly repair or replace the damaged or destroyed Measures.

The certificates of insurance provided by Owner shall specify that such insurance coverages shall not be cancelled until the insurer endeavors to provide at least thirty (30) days prior written notice to Contractor.

5.2.1 Applications for Payment. Final Payment of the Contract shall be made based upon Contractor's completion of the installation of the Project, and final sign off by Owner. The Contractor shall be paid a first payment, in respect to the Contract Price for Work done prior to the execution of this Agreement in anticipation of this Agreement being executed, in the amount of 25% of the Contract Price as the first payment, the request for which shall be submitted to Owner upon the execution of contract.

5.2.2 Completion and Inspection; Acceptance. When Contractor reasonably believes that an ECM, a Facility or the entire Project is complete, it shall notify the Authorized Representative that such ECM, Facility or the entire Project is ready for inspection and acceptance. Within ten (10) business days following such notification, Owner shall commence to conduct such inspections as it deems necessary or appropriate in order to determine that the ECM, Facility, or the entire Project, as the case may be, is free from defects and that the installation of the ECM, Facility, or the entire Project, as the case may be, has been completed in conformity with the Contract Documents. If any aspect of the ECM, Facility, or the entire Project, as the case may be, shall be incomplete as of the date of such inspection, the Authorized Representative shall notify Contractor in writing as to the items which render the ECM, Facility, or the entire Project, as the case may be, incomplete (such writing herein referred to as the "Punch List").

Contractor shall, at its expense and without further cost to Owner, undertake to perform such work as will complete the Punch List in compliance with the Contract Documents as soon as practicable. Contractor retains the right to dispute that an item or items on the Punch List is required by the Contract Documents. If Contractor does not satisfactorily complete the Punch List by a date thirty (30) days following Owner's submission of the Punch List (herein the "Completion Date"), Owner shall have the right to order Contractor to stop any further work in respect of the particular ECM, Facility, or the entire Project, as the case may be, and Owner shall be entitled to complete the Punch List. In such event, Contractor shall be responsible for all costs incurred by Owner in completing the Punch List and Owner shall have the right to deduct all costs from any payment then or thereafter due to Contractor. If such cost exceeds the balance of the Contract Price then

8. Termination.

8.1 Owner's Right to Terminate. Should the Contractor fail to perform any material term or condition of the Contract Documents, the Owner shall be at liberty, after thirty (30) days written notice to the Contractor and Contractor's failure to remedy the problem within that time period, to terminate this Agreement and to enter upon the Facilities and take possession of the equipment and materials for the purpose of completing the work to be done under this Contract, to use all materials of the Contractor available for such work, and to employ any other person or persons to finish the work and to provide such additional materials therefor as may be necessary; and in case of such termination of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the excess to the Owner. The expenses incurred by the Owner as herein provided, either for the furnishing of materials or for finishing the work, and any damage incurred through such fault of the Contractor shall be certified by the Owner, and payment shall be made upon such certification.

8.2 Contractor's Right to Terminate or Stop Work. Should the Owner fail to perform any material term or condition of the Contract Documents, the Contractor shall be at liberty, after thirty (30) days written notice to the Owner and Owner's failure to remedy the problem within that time period, to terminate this Agreement or stop work. If Contractor elects to stop work, Contractor shall not be required to recommence work until such time as Owner has completely remedied its breach.

9. Delays. Should the Contractor be obstructed or delayed in the prosecution or completion of the Project by the act, negligence, delay, or default of the Owner or by any other damage or act beyond the reasonable control of Contractor or any subcontractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of such event. If Contractor is delayed by actions or inactions of the Owner or its agents or employees, Owner shall be required to reimburse Contractor for its additional costs incurred as a result of such delay.

each class of work on such project a scale of wages which shall in no case be less than the common construction wages being paid in the immediate locality for such class of work. As part of this Contract, there is incorporated by reference herein the prevailing scale of wages pursuant to I.C. 5-16-7-1 et seq.

12. Miscellaneous Provisions.

12.1. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

12.2. Notices. Unless otherwise specifically provided herein, any notice, consent, request, demand, report or statement (herein "Notice"), which is required or permitted to be given to or served upon either party hereto by the other party hereto under any of the provisions of this Agreement shall be in writing and deemed to be duly delivered when (i) personally delivered to Contractor, or personally delivered to the Authorized Representative in the case of a Notice to be given to Owner, or (ii) deposited in the United States mail, registered or certified, postage prepaid, and properly addressed as follows:

If to Owner: Central Dispatch Director
Evansville Vanderburgh County Central Dispatch
1331 Harmony Way
Evansville, IN 47720

If to Contractor: James L. Adams, President
Energy Systems Group LLC
4655 Rosebud Lane
Newburgh, Indiana 47630

Either party may change its address or its designated representative for receipt of notices by submitting a notice in compliance with this Section.

If Owner has questions about billing, invoices or any other accounting or related administrative issues, it can make contact (which will not constitute Notice) with:

Dennis Perrey, Vice President / Chief Accounting Officer

readiness for such inspection, testing, or approval and of the date thereof so that the Authorized Representative may be present to observe such inspection, testing, or approval by such public authority. Contractor shall be responsible for and pay all costs for any such inspection, testing, or approval unless otherwise provided for herein. All required licenses, permits, or certificates applicable to any such inspection, testing, or approval shall be obtained by Contractor and promptly delivered to the Authorized Representative.

12.8 Hazardous Materials. If during the performance of the services related to the Project, the presence of Hazardous Materials is discovered or reasonable suspected, Contractor shall notify Owner of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials until Owner has inspected the same and Owner has made arrangements for the removal of the same. Contractor shall be entitled to an extension of the time fixed for the completion of the work equivalent to the time required to remediate such Hazardous Material. "Hazardous Materials" includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities.

12.9. Amendments. No amendment, supplement, or modification hereof shall be effective for any purpose unless the same is in writing and signed by both parties hereto.

12.10. Headings. The headings of sections and subsections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

12.11 Entire Agreement. This Agreement, together with the Contract Documents, represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements whether written or oral.

12.12 Authority to Execute Contract. The parties hereby executed this Guaranteed Energy Savings Performance Contract as of the date first set forth herein by the signatures of their duly authorized representatives:

SCHEDULE 1

ACCEPTANCE CERTIFICATE OR FINAL ACCEPTANCE CERTIFICATE

(This is a sample form and will be modified, completed and signed after installation of an ECM, Facility or the entire Project, as the case may be)

Energy Systems Group, LLC
4655 Rosebud Lane
Newburgh, IN 47630

Re: Guaranteed Energy Savings Performance Contract, dated as of October 25, 2010 (the "Agreement"), between Energy Systems Group, LLC (the "Contractor") and Evansville Vanderburgh County Central Dispatch (the "Owner").

Ladies and Gentleman:

In accordance with the Agreement, the Owner hereby certifies and represents to, and agrees with, Energy Systems Group, LLC as follows:

The ECM (or ECM's), Facility (or Facilities), or the entire Project, as the case may be, (as defined in the Agreement) have been delivered, installed, and accepted as of _____ (the "Acceptance Date").

Owner has conducted such inspection and/or testing of the ECM (or ECM's), Facility or the entire Project, as the case may be, as it deems necessary and appropriate and hereby acknowledges that it accepts the ECM (or ECM's); Facility, or the entire Project, as the case may be, for all purposes.

No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Sincerely,

EVANSVILLE VANDERBURGH COUNTY CENTRAL DISPATCH

By: _____
Keith Kahre

Its: _____
Board President

Date: _____

EXHIBIT A

SCOPE OF WORK

ECM 1.0 – LIGHTING IMPROVEMENTS

Energy Systems Group (ESG) has evaluated the existing lighting systems and has developed the following lighting improvement plan:

- Existing corridor fixtures, surface mount, (12) - 4', one lamp T-12.
 - Replace w/ new surface mount one lamp, T-8, 28 watt fixture and wrap around lens.
- Offices, conference room, computer room. (29) 2 x 4 Lay-in, 3L T-12.
 - Retrofit w/ 28 watt T-8 lamps and 3L electronic ballasts.
- Call center, & reception area uplighting. electrical room, secured server room and misc. mechanical or storage areas. Qty. (54) All these fixtures are 2 L, 4' T-12 in one form or other.
 - Retrofit w/ 28 watt T-8 lamps and 2L electronic ballast.
- Restrooms, break area uplighting, Storage. (7) One lamp T-12.
 - Retrofit w/ 28 watt T-8 lamps and 1L electronic ballast.

ECM 2.0 – DOMESTIC HOT WATER HEAT RECOVERY

Energy Systems Group (ESG) will install a heat recovery system for the domestic hot water heater. The system will recover heat from the existing air cooled heat pump located on the outside of the building and direct the heat to the domestic hot water loop.

- The heat recovery equipment will be installed in the storage room located near the existing hot water heater.
- *ESG* will install all related refrigerant piping connections between the existing outdoor heat pump and the heat recovery system.
- A tempering valve will be installed in the hot water loop.
- *ESG* will install piping insulation on the new piping.

ECM 5.0 -- VENDINGMISER®

Energy Systems Group (ESG) will install vending machine controllers for one (1) existing vending machine that does not contain perishable goods. A passive infrared sensor will be mounted near the vending machine. This sensor detects movement around the general area of the machine; and, if after a set time period no movement is detected, the VendingMiser® moves into a standby mode of operation.

In standby mode the machine is powered down. The display lights are disabled and the refrigeration compressor is taken off-line. The VendingMiser® unit then monitors the ambient conditions and periodically engages the compressor to keep the product at a usable temperature. Cycle time is based on ambient temperature, meaning that the warmer the ambient temperature, the more the unit will cycle in standby mode. The VendingMiser® has an intelligent controller that uses "fuzzy" logic to reset the time-out periods according to historical building occupancy. The VendingMiser® also measures the machine's current draw so that it will never put the machine in standby mode when the compressor is operating because this would eventually damage the compressor since it would restart under high head pressure.

ECM 6.0 -- PROGRAMMABLE THERMOSTATS

Energy Systems Group (ESG) will install five (5) programmable zone thermostats in place of the existing thermostats used for system ACU #1. The thermostats will have a programmable schedule with multiple events for each day. This allows the ability to take advantage of a night setback schedule. The thermostats will have a battery backup to retain the programming during a power outage or other electrical event.

ECM 7.0 -- ATTIC SPRAY FOAM INSULATION

Energy Systems Group (ESG) will install closed cell spray polyurethane foam (SPF) insulation on the roof decking in the attic and sealing all outside air openings of the structure. The SPF insulation will be approximately 3" thick and provide an insulation R-value up to R-18. The closed cell foam has a density range from 1.7 lb / cu. ft. to 2.0 lb. / cu. ft.

EXHIBIT B

ENERGY SAVINGS GUARANTEE AND MEASUREMENT AND VERIFICATION PLAN

PROJECT INFORMATION

ESCO: Energy Systems Group
4655 Rosebud Lane
Newburgh, Indiana 47630

Contact Person for M&V: Donna Wicks

Phone: 812.475.2550

Fax: 812.475.2554

E-mail: DWicks@energysystemsgroup.com

CUSTOMER: Evansville Vanderburgh County Central Dispatch
1331 Harmony Way
Evansville, IN 47720

Contact Person: Keith Kahre, Board President

Phone:

Fax:

E-mail:

M&V PLAN OVERVIEW

1.0 DEFINITIONS

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

"Acceptance of Installation" means an authorized representative of the **Evansville Vanderburgh County Central Dispatch** has inspected and accepted the ESG installed Energy Conservation Measures. And that these measures are operational and comply with contract performance requirements and specifications. The **Evansville Vanderburgh County Central Dispatch** acceptance shall not relieve ESG from responsibility for continued compliance with contract requirements during the contract term. The Acceptance of Installation shall occur after Substantial Completion.

"Guaranteed Savings" is defined as the amount of Energy and Operational Savings.

"Installation Period" is from the date of award to Final Acceptance Date.

"Operational Costs" shall include the costs associated with operating and maintaining the Facilities. Examples include the cost of inside and outside labor to repair and maintain systems and equipment, the cost of replacement parts, the cost of deferred maintenance, and the cost of new capital equipment.

"Term" shall be 15 years.

"Total Guarantee Year Savings" is defined as the amount of Energy and Operational Savings realized by Facilities in each Guarantee Year as a result of the Work.

2.0 TERM AND TERMINATION

The Term of this Guarantee shall commence on the first (1st) day of the first month following the date of Final Acceptance of the Work installed pursuant to this Agreement, unless terminated earlier as provided for herein.

3.0 SAVINGS GUARANTEE

3.1 Guarantee. ESG guarantees to the **Evansville Vanderburgh County Central Dispatch** that the Facilities will realize in each Guarantee Year savings in Energy and Operational Costs (the "Energy and Operational Savings") collectively equal to the amounts shown on Table A below.

3.2 Savings Report. The summary of annual agreed upon energy savings listed in Section 3.5, Table A of this Exhibit shall be considered the Guarantee Report. Data and calculations utilized by ESG in the preparation of its Guarantee Report will be made available to the Owner, along with such explanations and clarifications as the Owner may reasonably request.

- 3.5 Agreed Upon Annual Savings. ESG and the Evansville Vanderburgh County Central Dispatch estimate and agree that the Work will result in the following Total Guaranteed Annual Savings over the Term of the agreement. The Annual Energy Savings and Operational Cost Avoidance Savings for this project are agreed upon and accepted by the Evansville Vanderburgh County Central Dispatch.

Table A – Guaranteed Savings

Year	Annual Agreed Upon Energy Savings	Annual Agreed Upon Operational Savings	Total Guaranteed Annual Savings
Constr. Period			
1	\$ 5,102	\$ 4,550	\$ 9,652
2	\$ 5,205	\$ 4,641	\$ 9,846
3	\$ 5,309	\$ 4,734	\$ 10,042
4	\$ 5,415	\$ 4,828	\$ 10,243
5	\$ 5,523	\$ 4,925	\$ 10,448
6	\$ 5,634	\$ 5,024	\$ 10,657
7	\$ 5,746	\$ 5,124	\$ 10,870
8	\$ 5,861	\$ 5,227	\$ 11,088
9	\$ 5,978	\$ 5,331	\$ 11,309
10	\$ 6,098	\$ 5,438	\$ 11,536
11	\$ 6,220	\$ 5,546	\$ 11,766
12	\$ 6,344	\$ 5,657	\$ 12,002
13	\$ 6,471	\$ 5,771	\$ 12,242
14	\$ 6,601	\$ 5,886	\$ 12,487
15	\$ 6,733	\$ 6,004	\$ 12,736
Totals	\$88,240	\$78,686	\$ 166,924

The savings identified in Table A – Guaranteed Savings are derived from the following:

avoided emissions of pollutants to the air, soil, or water; (2) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases (GHGs); (3) Section 45 credits; (4) green tags; (5) renewable energy credits; and (6) The reporting rights to these avoided emissions such as White Tag Reporting Rights. Environmental Attributes also include any energy, capacity, reliability, or other energy reduction attributes that result from the implementation of this Project.

All Environmental Attributes arising from the implementation of this Project shall be owned by ESG. Owner agrees to execute all required documentation to assign all Environmental Attributes to ESG. If any filings are required with the Internal Revenue Service or some other governmental entity to obtain the benefits of the Environmental Attributes, Owner hereby instructs ESG to prepare and file such documents.

EVANSVILLE VANDERBURGH COUNTY CENTRAL DISPATCH

By _____
Keith Kahre

Its Board President

ENERGY SYSTEMS GROUP, LLC

By _____
James L. Adams

Its President

5. No litigation or other proceedings are pending or to the best of my knowledge, threatened against the Owner which would adversely affect the Owner's legal title to the ECM's or, if decided adversely to the Owner, would materially affect its financial condition.

This opinion is for the benefit of the addressee and any Assignee, and you and such Assignee and any counsel engaged by you or such Assignee shall be entitled to rely hereupon, including such counsel's reliance hereupon in giving its opinion addressed to other persons.

Very truly yours,

Included in Base Program	Recommended Energy Conservation Measure (ECM)	ECM Cost (\$)	Energy Savings (\$/year)	Operational Savings (\$/year)	Simple Payback Period (years)
✓	Lighting Improvements	\$9,401	\$671	\$50	13.0
	Water Conservation	\$0	\$0	\$0	
✓	Heat Recovery Hot Water System	\$11,936	\$2,274	\$0	5.2
✓	Utility Demand Response	\$1,769	\$0	\$0	N/A
✓	Window Film	\$2,453	\$150	\$0	16.4
✓	VendingMiser Controller	\$409	\$99	\$0	4.1
	Attic Insulation	\$0	\$0	\$0	
✓	Programmable Thermostats	\$572	\$150	\$0	3.8
✓	HVAC System Upgrades	\$67,853	\$750	\$4,500	12.9
	Solar Powered Attic Ventilation	\$0	\$0	\$0	
	Shingle Roof Replacement	\$0	\$0	\$0	
	Energy Star Metal Roof	\$0	\$0	\$0	
✓	Attic Spray Foam	\$48,649	\$1,008	\$0	48.3
Totals		\$143,041	\$5,102	\$4,550	

provided 11.15.10 FINAL